



California Regional Water Quality Control Board

Central Coast Region



Linda Adams
Secretary for
Environmental
Protection

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Arnold Schwarzenegger
Governor

February 5, 2007

To: All Cal Poly Interested Parties

NOTICE OF SETTLEMENT AGREEMENT FOR ADMINISTRATIVE CIVIL LIABILITY, CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO (CAL POLY)

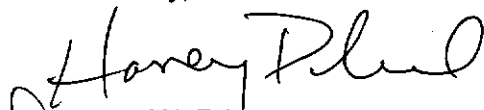
On August 1, 2006, the Central Coast Regional Water Quality Control Board (Central Coast Water Board) issued Administrative Civil Liability *Complaint No. R3-2006-0061* to Cal Poly in the amount of \$60,000. The complaint was for violations of *Waste Discharge Requirements Order No. R3-2003-035* observed by Central Coast Water Board staff during compliance inspections on April 3 and 4, 2006.

Cal Poly waived its right to a hearing and proposed a supplemental environmental project (SEP) to direct \$54,898 of the penalty to the Cheda Ranch Revegetation Project. The purpose of the SEP is to revegetate 0.42 acres of streambank along Stenner Creek, a tributary to San Luis Obispo Creek. The SEP will improve water quality and steelhead trout habitat by planting native shrub and canopy cover and repairing one small vertical eroding bank along a pasture at the north end of the ranch. The Land Conservancy will complete the project in a partnership with Cal Poly. The \$54,898 will cover project planning, design, materials, site preparation and implementation, four years of project monitoring, and five years of site maintenance. The proposed SEP meets the requirements of California Water Code Section 13385 and the State's *Water Quality Enforcement Policy*.

The Central Coast Water Board and Cal Poly desire to settle this matter and therefore have negotiated the attached Settlement Agreement. Cal Poly has signed the Settlement Agreement. I intend to sign and execute this Settlement Agreement on or after March 7, 2007. If any interested party has comments on this proposed action, we request such comments in writing as soon as possible, but no later than **March 6, 2007**.

If you have questions, please contact Water Board staff **Matt Thompson** at (805) 549-3159 or Harvey Packard at (805) 542-4639.

Sincerely,


Roger W. Briggs
Executive Officer

Attachment: Settlement Agreement

cc: Cal Poly Interested Parties List

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California Environmental Protection Agency



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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is made by and between California Polytechnic State University, San Luis Obispo (Discharger) and the Central Coast Regional Water Quality Control Board (Central Coast Water Board). The Discharger and the Central Coast Water Board are each described herein as "Party" and collectively as "Parties."

RECITALS

1. On July 11, 2003, the Central Coast Water Board adopted *Waste Discharge Requirements Order No. R3-2003-035 for California Polytechnic State University, San Luis Obispo (Site), San Luis Obispo County* (Order No. 03-035). Order No. 03-035 remains effective today.
2. Pursuant to California Water Code Section 13385, the Central Coast Water Board Executive Officer issued Administrative Civil Liability Complaint No. R3-2006-0061 to the Discharger on August 1, 2006, for several violations of Order No. 03-035 observed by Water Board staff during compliance inspections on April 3 and 4, 2006. Complaint No. R3-2006-0061 proposed that the Discharger be assessed administrative civil liability in the amount of \$60,000, and provided that the Discharger may direct up to \$55,000 of the penalties to a Supplemental Environmental Project (SEP).
3. In order to settle this matter, the Discharger proposed directing \$54,898 of the civil liability to its Cheda Ranch Revegetation SEP, in accordance with the Water Quality Enforcement Policy and Water Code Section 13385(I). The Discharger

also waived its right to a hearing on October 10, 2006. The purpose of the SEP is to revegetate 0.42 acres of streambank along Stenner Creek, a tributary to San Luis Obispo Creek. The SEP will improve water quality and steelhead trout habitat by installing native shrub and canopy cover and repairing one small vertical eroding bank along a pasture at the north end of the ranch. The Land Conservancy will complete the project in a partnership with the Discharger. The total funds needed for this project are estimated to be \$54,898. This includes project planning, design, materials, site preparation and implementation, four years of project monitoring, and five years of site maintenance. The Cheda Ranch Revegetation Plan submitted by the Discharger on November 21, 2006, is attached as Exhibit A, and incorporated by this reference. The violations leading to this penalty impacted the beneficial uses of Stenner Creek. The SEP has a strong geographic nexus to the violations. It is located within Stenner Creek and will improve its fresh water habitat and migration of aquatic life beneficial uses.

4. The Discharger agrees to fund the Supplemental Environmental Project and pay a sum certain as specified below to the Cleanup and Abatement Account.
5. Nothing in this Settlement Agreement shall be deemed an admission of liability, which liability the Discharger denies.
6. The Discharger represents that no law, permit or enforceable obligation requires it to complete the Supplemental Environmental Project, other than this Settlement Agreement. The Supplemental Environmental Project is not proposed as mitigation of the effects of discharges from the Site.

7. The Parties desire to settle all disputes between them relating to the Site occurring on or before the date the Executive Officer issued the Complaint. This Settlement Agreement has been negotiated in good faith.
8. The California Administrative Procedures Act in Government Code Section 11415.60 provides that an agency, including the Central Coast Water Board, may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding. Section 11415.60 also states that the settlement may not be contrary to statute or regulation, except the settlement may include sanctions the agency would otherwise lack power to impose.

AGREEMENT

NOW THEREFORE, in consideration of the terms, conditions and covenants set forth in this Agreement, and for other valuable consideration, receipt of which is hereby acknowledged, and intending to be bound by this Agreement, the Discharger and the Central Coast Water Board agree as follows:

1. Recitals: Each of the Recitals set forth above is true and is hereby specifically incorporated into the Settlement Agreement.
2. Payment: The Discharger shall pay administrative civil liability of \$5,102. The warrant shall be made payable to the State Water Resources Control Board and delivered to *SWRCB Accounting, Attn: Enforcement, P.O. Box 100, Sacramento, CA 95812-0100* within 30 days after the Effective Date of this Settlement Agreement, as defined below. A copy of the warrant shall be delivered to *Regional Water Quality Control Board, Attn: Enforcement Unit, Matt*

Thompson, 895 Aerovista Place, Suite 101, San Luis Obispo, California, 93401,
within 30 days after the Effective Date of this Settlement Agreement, as defined
below.

3. Supplemental Environmental Project: In addition to paying the amount stated in Paragraph 2, the Discharger shall pay at least \$54,898 to fund the Supplemental Environmental Project, in accordance with the schedule set forth below.
4. Project Schedule: The Discharger shall submit written proof of a contract of at least \$54,898 to the Land Conservancy, to fund the Cheda Ranch Revegetation SEP, to the *Regional Water Quality Control Board, Attn: Enforcement Unit, Matt Thompson, 895 Aerovista Place, Suite 101, San Luis Obispo, California, 93401,* within 60 days after the Effective Date of this Settlement Agreement, as defined below. Written proof shall consist of a written agreement, signed by an authorized representative of the Land Conservancy, indicating the payments are to be expended entirely on the SEP.
5. Reporting: The Discharger will submit annual monitoring reports according to the schedule on page 9 of Exhibit A. Each monitoring report will include plant count and cover data with a comparison to success criteria, as well as site photographs. The final monitoring report due May 31, 2012, will include a post-project accounting of expenditures related to the project and a certification of successful completion of each task in Exhibit A. The post-project accounting shall include proof of payments of at least \$54,898 to the Land Conservancy.
6. Final Project Cost: If the final total cost of the successfully completed tasks of the Supplemental Environmental Project is less than the amount in Paragraph 3,

the Discharger will remit the difference to the State Water Resources Control Board within 30 days after submitting the post-project accounting.

7. Publicity: Whenever the Discharger or its agents or subcontractors publicize an element of the Supplemental Environmental Project, they shall state in a prominent manner that the project is being undertaken as part of the settlement of an enforcement action against the Discharger.
8. Substitution of SEPs: With the Executive Officer's agreement, the Discharger may substitute one or more different supplemental environmental projects. The substitution shall not become final until the Parties execute a modification of this Settlement Agreement.
9. No Third Party Rights: Nothing in this Settlement Agreement or the Stipulated Order shall be deemed to create any rights in favor of, or to inure to the benefit of, any third party or parties, or to waive or release any defense or limitation against third party claims.
10. Extension of Deadlines: The Executive Officer may extend any of the due dates in this Settlement Agreement. Such extensions must be in writing.
11. Issuance of Stipulated Order. If the Executive Officer determines that the Discharger is in violation of any requirement of this Settlement Agreement, the Executive Officer shall notify the Discharger in writing of the violation. If the Discharger does not correct the violation within 30 days, the Executive Officer may recommend to the Central Coast Water Board at the next available board meeting that the Board issue the Stipulated Order attached as Exhibit B ("Stipulated Order"). The Central Coast Water Board may issue the Stipulated

Order after holding any required hearing. If the Discharger disagrees with the Executive Officer's determination of violation of this Settlement Agreement, the Discharger and the Executive Officer shall try to resolve the dispute informally by holding at least one meeting or telephone conference; however, any informal dispute resolution process does not require the Executive Officer to delay placing the Stipulated Order on the Board's agenda for issuance. If the Stipulated Order is issued, the Discharger shall receive credit for all payments already made and all milestones properly completed according to project specifications, as determined by the Central Coast Water Board. The Stipulated Order shall be based on the Complaint. The Executive Officer agrees not to recommend that the Central Coast Water Board impose administrative civil liability in excess of the combined amounts in Paragraphs 2 and 3 (reduced by any amounts already paid to the State Water Resources Control Board or expended for milestones already accepted by the Executive Officer).

12. Discharger's Defenses to Enforcement and Reservation of Rights: The Discharger hereby waives all defenses to the Complaint or to issuance of the Stipulated Order, including defenses based on the passage of time (e.g., laches, the statute of limitations or the 90-day hearing requirement in Water Code Section 13323(b)), except as otherwise provided in this Settlement Agreement. The Discharger waives any right the Discharger may have to a hearing on the Stipulated Order, except that the Discharger may request a hearing regarding any determination of past compliance with this Settlement Agreement. In any action to enforce this Settlement Agreement or to enforce or issue the Stipulated

Order, the Discharger reserves its right to challenge a determination by the Executive Officer, the Central Coast Water Board, or the State Water Resources Control Board that the Discharger has not satisfactorily performed any requirement of the Stipulated Order or this Settlement Agreement.

13. Board Rejection of Stipulated Order. If the Central Coast Water Board rejects the Stipulated Order, before issuing any order imposing administrative civil liability in excess of \$60,000, the Central Coast Water Board shall provide the Discharger the opportunity to submit evidence and testimony in defense of the Complaint. Once the Central Coast Water Board rejects the Stipulated Order, the Discharger's waivers (other than the waiver of defenses based on the passage of time) in Paragraph 12 are void and the Discharger may assert any available defense to the Complaint (other than defenses based on the passage of time). The Discharger shall receive credit for all amounts paid, and all amounts expended for work on the Supplemental Environmental Project that the Central Coast Water Board determines to be in compliance with this Settlement Agreement. However, if the Central Coast Water Board, the State Water Resources Control Board or a court impose administrative civil liability in an amount less than \$60,000, the Discharger shall not be entitled to any refund of amounts already paid or expended.

14. Public Notice. The Water Board shall provide thirty days' public notice of this Settlement Agreement.

15. Effective Date: The Effective Date of this Settlement Agreement shall be the later of these two dates: (i) the last date on which any Party signs it, or (ii) the expiration of any public notice period for the Settlement Agreement.
16. Water Board's Reservation of Rights: This Agreement relates only to administrative civil liability for violations that were or could have been alleged in the Complaint. The Central Coast Water Board and its Executive Officer reserve all rights to take additional enforcement actions, including without limitation the issuance of administrative civil liability complaints or orders for violations that occur after the date on which the Executive Officer signed the Complaint.
17. Party Authorizations: Each Party represents and warrants to the other Party that the Party has taken, or has agreed to take, all action on its part necessary for the authorization, execution and delivery of the Settlement Agreement.
18. Successors: This Agreement shall be binding upon and for the benefit of the Parties released herein, as well as their respective successors, devisees, trustees, receivers, executors, representatives and assigns, and each of them.
19. Notice: If any Party to this Agreement is required to, or elects to, give written notice, the Party shall do so in the manner set forth in this paragraph. Any written notice shall be sent by both facsimile transmission and first-class mail to each of the following representatives of the Parties. Notice shall be deemed given on the date received by facsimile transmission, if such notice is given by facsimile transmission to all recipients between 8:00 a.m. and 5:00 p.m. on a non-holiday weekday. If notice is given by facsimile transmission after 5:00 p.m.

on a weekday, weekend day or holiday, notice shall be deemed received on the next succeeding non-holiday weekday.

The persons who are authorized to receive notice are as follows:

For California Polytechnic State University, San Luis Obispo:

Lawrence R. Kelley, Vice President
Administration and Finance
California Polytechnic State University
Building 1, Room 115
San Luis Obispo, CA 93407

For the Central Coast Regional Water Quality Control Board:

Roger W. Briggs
Executive Officer
Central Coast Regional Water Quality Control Board
895 Aerovista Place, Suite 101
San Luis Obispo, California 93401
Facsimile: (805) 543-0397

With a copy to:

Lori T. Okun
Senior Staff Counsel
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812
Facsimile: (916) 341-5199

20. Governing Law: This Settlement Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

21. Counterparts: The Parties may execute and deliver this Settlement Agreement in any number of counterparts or copies, and each counterpart shall be deemed an original and taken together shall be considered to be the entire Settlement Agreement.

22. Entire Agreement: This Settlement Agreement constitutes the entire agreement of the Parties with respect to the matters stated herein, and may not be modified, amended or waived except in a writing signed by all Parties. Any modification or amendment shall take effect on the effective date stated, or if not stated, on the latest date than any Party signs it.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement by their duly authorized representatives.

DISCHARGER

By: _____


Lawrence R. Kelley, Vice President
Administration and Finance

Date Signed: _____



CENTRAL COAST REGIONAL WATER QUALITY
CONTROL BOARD

By: _____

Roger W. Briggs
Executive Officer

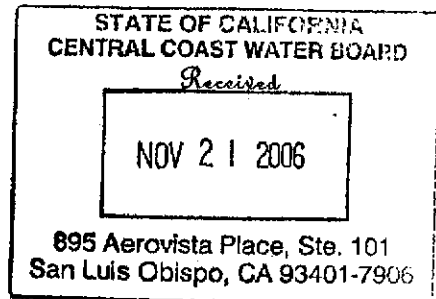
Date Signed: _____

CAL POLY

California Polytechnic State University
San Luis Obispo, CA 93407
Risk Management

November 21, 2006

Matt Thompson
Water Resources Control Engineer
Enforcement Division
Regional Water Quality Control Board
Central Coast Region
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401



SUBJECT: REVISED SUPPLEMENTAL ENVIRONMENTAL PROJECT PROPOSAL

Dear Matt:

Thank you for the opportunity to revise Cal Poly's Supplemental Environmental Project Proposal. In partnership with the Land Conservancy of San Luis Obispo County, we have developed a proposal that we believe will meet the requirements of the *Water Quality Enforcement Policy*. The proposed project titled "*Cheda Ranch - Revegetation Plan*" will provide riparian vegetation enhancement to Stenner Creek near the area of the old Cheda Dairy on the Cal Poly campus. The project involves revegetation of approximately 0.42 acres of streambank with about 1110 shrub and 95 tree species.

The proposal is attached for your review and approval. Please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Busby".

Kim Busby, CP&SWQ
Water Quality Management Specialist
Environmental Health & Safety
California Polytechnic State University
San Luis Obispo, CA 93407-0651
(805) 756-6664
kbusby@calpoly.edu

Attachment: (Cheda Ranch Revegetation Plan)

cc: Lawrence Kelley – Administration & Finance
Joe Risser – Risk Management
Mark Shelton – College of Agriculture, Food and Environmental Science
Gary Ketcham – Farm Operations

CHEDA RANCH - REVEGETATION PLAN

Stenner Creek – Cal Poly State University Campus

Introduction

The Land Conservancy of San Luis Obispo County, in partnership with Cal Poly State University, are proposing that the following project be implemented along Stenner Creek on the Cal Poly Campus. Upon approval, the project will be implemented in February of 2007 or Fall of 2007, depending on site conditions. The budget allows for planning, implementation, maintenance, and monitoring of the project over a five-year period.

This proposal is for revegetation of 0.42 acres of streambank along Stenner Creek, a tributary to San Luis Obispo Creek. The purpose is to improve water quality and steelhead trout habitat by installing native shrub and canopy cover and repairing one small vertical eroding bank along the sheep pasture at the north end of the ranch (Figure 1).



Figure 1. Vertical eroding bank.

Site Description

Location: This site is located along Stenner Creek at Cal Poly's Cheda Ranch. The property is owned by Cal Poly State University. Please see Figure 2 below.

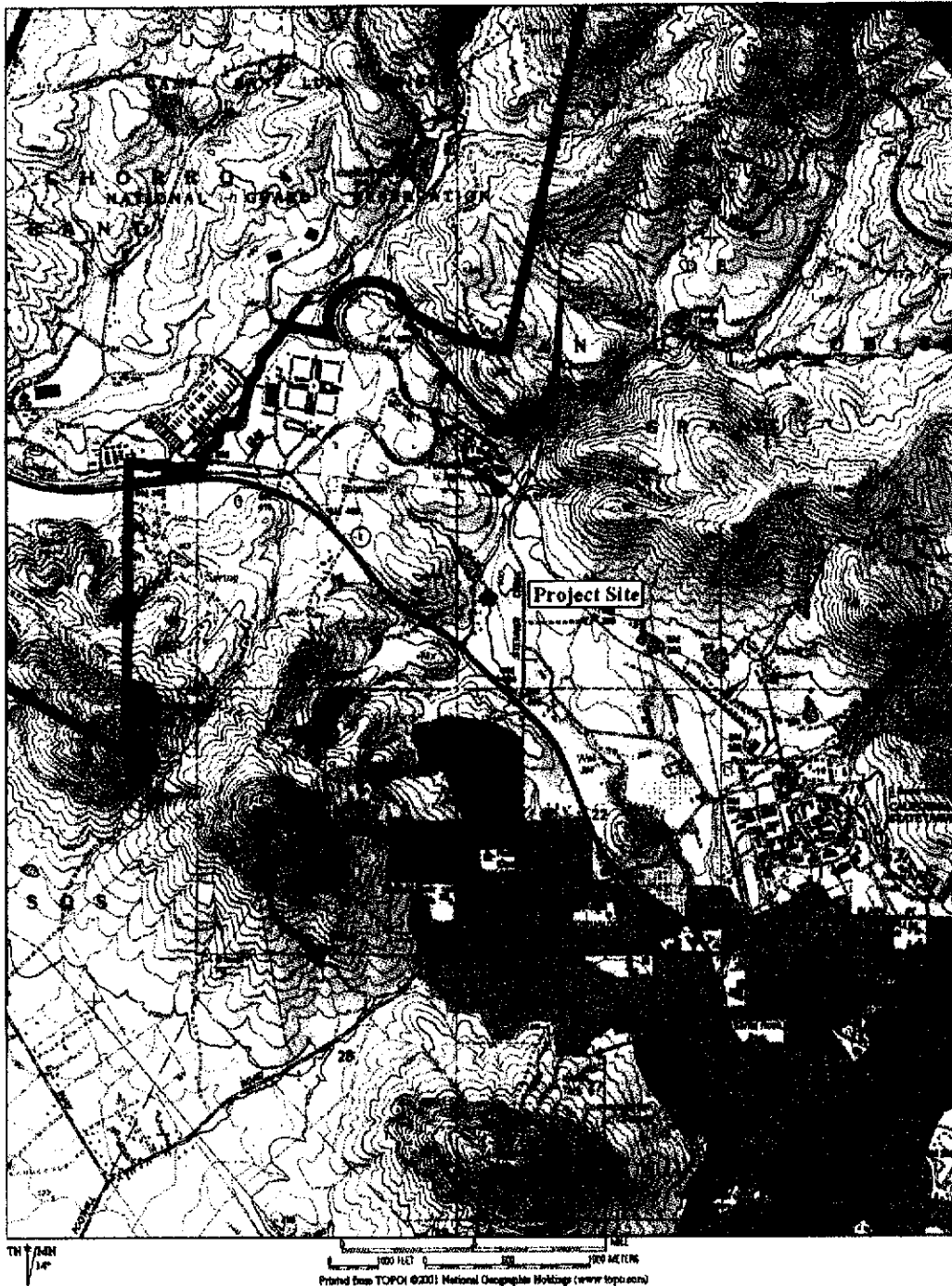


Figure 2. Vicinity Map

Soils: The soils on this site are Salinas Silty Clay Loam and Riverwash. Salinas Silty Clay Loam is not well drained, has moderate to high erosion potential, and moderate shrink-swell tendencies. Riverwash dominates the floodplain along the riparian corridor at northern end of the ranch (See Figure 3). Irrigation will be necessary for the first summer to assure plant establishment.



Figure 3. Evidence of alluvial deposits in Riverwash soil of Floodplain.

Existing Vegetation: The streambanks are dominated by willow (*Salix*), young Sycamores (*Platanus*), and Coyote Brush (*Baccharis*) (Figure 4). There are also some scattered Coast Live Oaks. The dominant vegetation above the banks includes annual grasses, exotic thistles, and Harding Grass.



Figure 4. Riparian Corridor

Long Term Land Management: The University grazes the pasture and riparian corridor with sheep with a management regime coordinated by Animal Science Department faculty and students, and the Land Conservancy. A ten-year access and grazing management agreement was signed for this site in 1999.

Riparian Enhancement Goals: To establish a diverse riparian vegetation community on the banks of Stenner Creek by installing native riparian plants. A diverse riparian corridor has been shown to reduce erosion, trap sediment from floodwaters, provide shade over the creek, and provide a diversity of instream and riparian habitats (CDFG, 1998). This project will also seek to stabilize a vertical eroding streambank along the pasture edge on the floodplain.

Implementation Plan

Responsible parties: The responsible parties to this riparian enhancement project are the Land Conservancy of San Luis Obispo County and the California Polytechnic State University. The Land Conservancy will be responsible for project planning, reporting, monitoring, and fiscal management. Cal Poly will provide funding for the project and will continue to manage the land and grazing operations.

The Land Conservancy has extensive revegetation experience along Stenner Creek and throughout the San Luis Obispo Creek Watershed. The Conservancy currently holds a 10 year exclusive license agreement and land management agreement with the University that provides access for the project installation, maintenance, and monitoring.

Planting areas: Plant installation will be performed in areas along the stream that currently have gaps in the riparian corridor. Some nice young canopy trees exist onsite

so the project will concentrate on developing healthy native shrub cover in the areas where none exist to fill in the gaps. The shrubs will be planted to help form a 30 ft riparian buffer along the main stem of Stenner Creek. The corridor along the streambank in the northern sheep pasture will consist of all new plantings at a width of 25 ft and a length of 175 ft. The total planting area for the entire project will be 0.42 acres.

A. Implementation Schedule

Site preparation and planting will begin in February, 2007 and extend through March, 2007 depending on site conditions (it may be pushed to Fall of 2007). Supplemental irrigation will be performed over a 3-year period and weed control and spot irrigation maintenance will be ongoing over a 5-year period.

B. Site Preparation

Site preparation will begin with removal of exotic plant species such as Italian thistle. The Restoration Ecologist will assist with plant layout design. The irrigation system will be easy to setup, as the infrastructure already exists. The streambank along the northern sheep pasture will be prepared for planting by first softening the bank slope with managed intensive grazing while the stream is dry, fencing the corridor, and planting willow stakes.

C. Plant Selection and Installation

Plants used in this project will consist of species native to the riparian corridors throughout the watershed. Planting in the areas void of riparian vegetation will be undertaken in a linear method to assure the desired density. The infill areas will be planted with clusters of shrubs as needed. The total number of shrubs to be planted will be approximately 1100. The total number of trees (5-gallon size) to be planted will be 95.

Plant Palette:

Trees		Shrubs
California Sycamore -	<i>Platanus racemosa</i>	Coyote Brush - <i>Baccharis pilularis</i>
Coast Live Oak -	<i>Quercus agrifolia</i>	Elderberry - <i>Sambucus mexicana</i>
Box Elder -	<i>Acer negundo</i>	Coffeeberry - <i>Rhamnus californica</i>
Willow -	<i>Salix</i>	Black Sage - <i>Salvia mellifera</i>
		Snowberry - <i>Symphoricarpos albus</i>
		Mugwort - <i>Artemesia douglasana</i>
		Pink Flowered
		Currant - <i>Ribes sanguineum</i>

Tree species will be planted in an irregular pattern at approximately 10-ft centers. Shrubs will be installed at approximately 4-ft centers. Plants will be installed into holes dug to the depth of a 1-gallon container and diameter 1-2 inches wider in diameter than the 1-gallon container. The holes will be flooded prior to plant installation and a waterwell capable of holding 2 or more gallons of water will be created around each plant. Following installation, the plant will be watered to fill the waterwell.

Wood chip mulch will surround each plant to a depth of 4 inches and in an area measuring 4 feet in diameter. Where possible, areas between plants will also be covered with mulch to control weed growth and maintain soil moisture. Disturbed areas will be seeded with a perennial seed mix and mulched with perennial native straw. The seed mix will include these species:

Scientific	Common
<i>Bromus carinatus</i>	California Brome
<i>Leymus triticoides</i>	Creeping Wildrye
<i>Hordeum brachyantherum</i>	Meadow Barley
<i>Elymus glaucus</i>	Blue Wildrye
<i>Vulpia microstachys</i>	Small Fescue
<i>Deschampsia elongata</i>	Slender Hairgrass
<i>Deschampsia cespitosa</i>	Tufted Hairgrass
<i>Festuca californica</i>	California Fescue
<i>Trifolium tridentatum</i>	Tomcat Clover
<i>Achillea millefolium</i>	White Yarrow
<i>Viola pedunculata</i>	Johnny Jump Up
<i>Castilleja exserta</i> var.	Owls Clover
<i>Lupinus bicolor</i>	Sky Lupine
<i>Lotus scoparius</i>	Deerweed
<i>Nassella pulchra</i>	Purple Needle Grass

All tree species will be planted in lower areas with better access to groundwater. Willow will be used closest to the stream and along the stream banks for erosion control. Willow cuttings will be planted according to the specifications listed in the California Department of Fish and Game's "California Salmonid Stream Habitat Restoration Manual".

Irrigation:

Irrigation will be by hose connected to PVC hardline (3/4 in.) as needed. Hoses will run off a PVC main line with outlets. Soil moisture will be monitored weekly on the site for the first month. Irrigation will begin on a cycle of once each 7 days and will be adjusted to once every 14 days based on monitoring and weather conditions. Once 3 inches of rain occurs in the first winter, irrigation will be discontinued.

D. Project Maintenance

Project maintenance will consist primarily of ongoing plant replacement, weed management and irrigation. Monthly visual monitoring for the first year will show areas requiring weed maintenance work and indicate soil moisture conditions. The irrigation

system will also be monitored for damage and repaired if necessary, or reinstalled as needed.

E. Long Term Monitoring

Monitoring will occur annually in spring and be composed of both qualitative (photo-point) and quantitative (aerial cover, plant counts) methodologies.

Qualitative Methods:

- ◆ Photographic reference points.

Quantitative Methods:

- ◆ Plant count (survivorship).
- ◆ Line-intercept (plant cover/aerial cover).

Methodology for Data Collection

Photo Points:

Annual monitoring will include photographs taken at photo points. Photographic reference points will be recorded at the start and end of each transect. All photo-point locations will be recorded in a GPS and mapped using GIS. A transect and photo-point map will be provided in the annual report.

Plant Count:

Survivorship of installed native container stock will be determined by plant count. Annual census of surviving installed stock will determine planting success and will inform any remedial actions. Survivorship will be determined by dividing the surviving installed stock determined by the plant count, into the total number installed. Due to the high number of plants installed, survivorship of a randomly chosen representative sample (100 plants) will be determined annually.

Plant Cover:

Plant cover will be recorded using the line-intercept technique along a non-permanent line-transect. The locations of the line transects will be selected randomly. The planting area will be divided into nodes and one 100 ft. transect will be installed within each of the nodes. Using a random number chart, a number will be generated for each transect and will serve as the starting point.

To avoid any overlap of transects, if the starting point is greater than the halfway mark of the node, the transect will run upstream. If the starting point is less than the halfway mark of the node, the transect will run downstream.

These transects are not permanent, and will be temporarily marked for the duration of the data collection for each monitoring period. New transects will be installed each monitoring period using the same selectively random method described above.

Cover data will be collected for each species, dead plant material, and bare ground. Following data collection percent cover will be determined for each of the above categories. Percent cover data will be further divided as to whether each species recorded is native or exotic.

Performance Standards and Success Criteria

This project will be considered successful if there is a 70% survival rate of installed container stock and 80% of the plant cover is comprised of native plants by the end of year five. Appropriate remedial actions will occur should data collection reveal a failure to meet the stated objective above.

F. Monitoring / Reporting Schedule

Annual Monitoring will occur each April for 5 years. Cal Poly can expect the following reports on the established dates. Reports will also be sent to the Regional Water Quality Control Board if necessary.

May 31st, 2007 – Baseline monitoring report: to contain plant count data and photographs.

May 31st, 2008 – First annual monitoring report: see above

May 31st, 2009 – Second annual monitoring report: see above

May 31st, 2010 – Third annual monitoring report: see above

May 31st, 2011 – Fourth annual monitoring report: see above

May 31st, 2012 – Fifth annual monitoring report: see above

Project Budget

The proposed budget is \$54,898.00 for the Land Conservancy to complete the described project. Please see below for details.

Task	Unit	Quantity	Rate	Cost
Task 1: Planning, Design, Materials Orders				
Project Manager	Hour	32	\$ 70.00	\$ 2,240.00
Restoration Ecologist	Hour	8	\$ 60.00	\$ 480.00
Subtotal				\$ 2,720.00
Task 2: Site Preparation and Implementation				
<i>Personnel</i>				
Project Manager	Hour	40	\$ 70.00	\$ 2,800.00
Field Manager	Hour	96	\$ 60.00	\$ 5,760.00
LC Field Staff 1	Hour	88	\$ 40.00	\$ 3,520.00
LC Field Staff 2	Hour	88	\$ 40.00	\$ 3,520.00
<i>Materials</i>				
5-Strand Barbed Wire Fence (labor and materials)	Linear ft	500	\$ 7.50	\$ 3,750.00
Plants (Shrubs)	Each	1100	\$ 4.50	\$ 4,950.00
Plants (Trees)	Each	95	\$ 10.00	\$ 950.00
Willow Cuttings (labor and materials)	Each	450	\$ 1.50	\$ 675.00
Perennial "Native" Straw	Each	14	\$ 7.50	\$ 105.00
Mulch	Cu Yd	55	\$ 21.00	\$ 1,155.00
Seed (at 41 lbs. per acre)	Lbs	16	\$ 48.00	\$ 768.00
Herbicide (Rodeo)	Gal	2	\$ 100.00	\$ 200.00
Misc Supplies - hand tools, erosion control products, etc.	Lump	1	\$ 250.00	\$ 250.00
Subtotal				\$ 28,403.00
Contingency (15% of Implementation total - additional fencing, plants etc.)				\$ 4,255.00
Overall Subtotal				\$ 32,658.00
Task 3: Project Monitoring				
Project Manager (Two site visits per year for 3 years)	Hour	24	\$ 75.00	\$ 1,800.00
Restoration Ecologist (Initial setup on year 1)	Hour	24	\$ 60.00	\$ 1,440.00
Restoration Ecologist (Annual monitoring for 4 years)	Hour	48	\$ 60.00	\$ 2,880.00
Subtotal				\$ 6,120.00
Task 4: Site Maintenance				
Project Manager (3 hours coordination per year for 5 years)	Hour	20	\$ 70.00	\$ 1,400.00
Field Manager (4 days of work per year for 5 years)	Hour	120	\$ 60.00	\$ 7,200.00
LC Field Staff 1 (4 days of work per year for 5 years)	Hour	120	\$ 40.00	\$ 4,800.00
Subtotal				\$ 13,400.00
TOTAL				\$ 54,898.00

Exhibit B
Draft Stipulated Order

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL COAST REGION
895 Aerovista Place, Suite 101
San Luis Obispo, CA 93401-7906

ADMINISTRATIVE CIVIL LIABILITY
STIPULATED ORDER NO. R3-2006-0061

DRAFT
Issued to:
CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO
SAN LUIS OBISPO COUNTY

The California Regional Water Quality Control Board, Central Coast Region (Central Coast Water Board) finds:

1. On August 1, 2006, the Executive Officer issued Administrative Civil Liability Complaint No. R3-2006-0061 to the Discharger, for several violations of Order No. 03-035 observed by Water Board staff during compliance inspections on April 3 and 4, 2006. The Complaint proposed that the Discharger be assessed administrative civil liability in the amount of \$60,000, and provided that the Discharger may direct up to \$55,000 of the penalties to a Supplemental Environmental Project (SEP).
2. On [DATE], the Discharger and the Central Cost Water Board entered a Settlement Agreement in which the Discharger agreed to pay \$5,102 to the Cleanup and Abatement Account and to perform the Supplemental Environmental Project (SEP) described in the Settlement Agreement. In the Settlement Agreement, the Discharger stipulated to the issuance of this Order if the Executive Officer determined that the Discharger failed to complete one or more requirements of the Settlement Agreement. The Settlement Agreement allows the Discharger to dispute the Executive Officer's determination of non-compliance, but not the issuance or terms of this Order.

3. On [DATE], the Executive Officer notified the Discharger that the Discharger was in violation of the SEP requirements of the Settlement Agreement.
4. This enforcement action is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) in accordance with section 15321, Title 14, California Code of Regulations.

IT IS HEREBY ORDERED:

1. The Discharger shall pay administrative civil liability of \$5,102. The warrant shall be made payable to the State Water Resources Control Board and delivered to *SWRCB Accounting, Attn: Enforcement, P.O. Box 100, Sacramento, CA 95812-0100* within 30 days after adoption of this Order. A copy of the warrant shall be delivered to *Regional Water Quality Control Board, Attn: Enforcement Unit, Matt Thompson, 895 Aerovista Place, Suite 101, San Luis Obispo, California, 93401*, within 30 days after adoption of this Order.
2. The Discharger shall submit written proof a Contract exists of at least \$54,898 to the Land Conservancy, to fund the Cheda Ranch Revegetation SEP, to the *Regional Water Quality Control Board, Attn: Enforcement Unit*,

Matt Thompson, 895 Aerovista Place, Suite 101, San Luis Obispo, California, 93401, within 60 days after adoption of this Order. Written proof shall consist of a written agreement, signed by authorized persons, indicating the payments are to be expended entirely on the SEP.

3. The Discharger will submit annual monitoring reports according to the schedule on page 9 of Exhibit A of the Settlement Agreement. Each monitoring report will include plant count and cover data with a comparison to success criteria, as well as site photographs. The final monitoring report due May 31, 2012, will include a post-project accounting of expenditures related to the project and a certification of successful completion of each task. The post-project accounting shall include proof of payments of at least \$54,898 to the Land Conservancy.
4. If any task is not completed to the satisfaction of the Executive Officer by its respective due date (including any extensions approved by the Executive Officer or Water Board), the amount of any suspended liability associated with that task in the SEP schedule shall be immediately due and payable to the State Water Resources Control Board. Payments are due within 30 days after a missed due date or within 30 days after the Executive Officer notifies the Discharger that the work is not acceptable.

5. The following tasks have been successfully completed and are hereby approved: [description of tasks completed].
6. If the final total cost of the successfully completed SEP is less than the amount suspended, the Discharger must remit the difference to the State Water Resources Control Board within 30 days after submitting the post-project accounting.
7. Whenever the Discharger or its agents or subcontractors, or any fiscal agent holding SEP funds, publicize an element of the SEP, they shall state in a prominent manner that the project is being undertaken as part of the settlement of an enforcement action against the Discharger.
8. The Water Board hereby reserves jurisdiction to extend all timelines set forth in this Order, which shall then extend the same timelines in the Settlement Agreement. The Water Board or the Executive Officer may extend the deadline for any milestone if the Water Board, or the Executive Officer, determines that the delay was beyond the reasonable control of the person(s) (i.e., the Discharger or its contractors) causing the delay.
9. This Order shall not become final until the Central Coast Water Board has provided 30 days public notice in accordance with 40 CFR 123.27.

I, Roger W. Briggs, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an order adopted by the Central Coast Regional Water Quality Control Board on [Date].

Roger W. Briggs, Executive Officer

Date